

AGREEMENT

BETWEEN

BOROUGH OF FRANKLIN LAKES

AND

AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL  
EMPLOYEES, AFL-CIO LOCAL 2274B

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**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

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**PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between the BOROUGH OF FRANKLIN LAKES in the County of Bergen, a Municipal Corporation of the State of New Jersey (hereafter referred to as the "Borough" or "Employer") , and the AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2274B (hereafter referred to as "AFSCME") represents the complete and final understanding on all bargainable issues between the Borough and AFSCME.

## **ARTICLE I**

### **RECOGNITION**

A. The Borough recognizes AFSCME as the exclusive collective bargaining representative for the purposes of collective negotiation and all other applicable labor relations matters with respect to the terms and conditions of employment for all non-supervisory employees specifically enumerated by job title in Appendix "A".

B. Whenever the term "Employee or Employees" is used herein it shall be construed to mean those employees covered by this Agreement.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of or foregoing the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized, except as such rules and regulations contradict the collective bargaining agreement.
4. To hire all employees, whether permanent, temporary or seasonal; and to promote, transfer, assign or retain employees in positions within the Borough.
5. To set rates of pay for temporary, seasonal employees.

6. To suspend, demote, discharge or take any other appropriate action against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees by seniority and/or ability to do the work in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the Untied States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Borough or any of its authorized managerial executives or supervisory personnel.

## **ARTICLE III**

### **AFSCME BUSINESS**

- A. No AFSCME member or officer or job steward shall conduct any AFSCME business on Borough time except as specified in this Agreement.
- B. No AFSCME meetings shall be held on Borough time unless specifically authorized by the Borough.
- C. A representative designated by AFSCME shall be permitted to discuss AFSCME business after authorization is given by the Borough, which authorization shall not be unreasonably withheld, provided that discussion will not interfere with the conduct of the Borough business, or with the duties of any of its employees.
- D. Upon request, shop stewards shall be granted a reasonable amount of time to process grievances provided there is no interference with the conduct of Borough business or with the duties of any of its employees.

## **ARTICLE IV**

### **DISCRIMINATION**

The Employer and AFSCME agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation, union or non-union activity.

## **ARTICLE V**

### **MAINTENANCE OR WORK OPERATIONS**

AFSCME hereby covenants and agrees that during the term of this Agreement, neither AFSCME nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. AFSCME agrees that such action would constitute a material breach of this Agreement.

A. AFSCME agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough and that AFSCME will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with AFSCME order.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of AFSCME or its members.

## **ARTICLE VI**

### **OVERTIME**

A. Overtime at the rate of time and one half shall be paid for all work performed in excess of forty (40) hours except double time on Sundays and holidays.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours employees will be required to work overtime and during nonscheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.

E. The amount of overtime and the schedule for working such overtime shall be established by the Borough and employees shall work such overtime as scheduled unless excused by the Borough. Failure to report for overtime when assigned shall subject the employee to immediate disciplinary action.

## **ARTICLE VII**

### **VACATIONS**

Full-time employees of the Borough of Franklin Lakes shall be entitled to vacation time as follows:

During the first year of employment, but only after the commencement of six month employment	6
Commencing the second year through sixth year	12
Commencing with the seventh year through the thirteenth year	17
Commencing the fourteenth year through the eighteenth year	21
Commencing with the nineteenth year through the twentieth year	22
Commencing with the twenty-first year	23
Commencing with the twenty-second year	24
Commencing with the twenty-third year	25
Commencing with the twenty-fourth year	26

## **ARTICLE VIII**

### **SICK LEAVE**

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation or a member of employee's immediate family who requires the care of the employee.

B. All employees with more than one year of service shall be eligible for twelve sick days per year which may not accumulate.

C. An employee who has been absent on sick leave for three (3) or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

1. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send a medical physician to examine the report on the condition of the patient to the Department Head.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a Borough medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The rules which follow apply to the payment of salaries during periods of illness or disability of full-time employees. Permanent part-time, temporary and seasonal employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the health and well-being of other employees. If the employee's condition warrants, the employee may be directed to take sick leave. The supervisor may direct the employee to the Borough medical physician for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.

3. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough medical physician.

5. When the supervisor is unable to contact the employee unless emergent conditions exists.

H. The recommendation of the Borough medical physician, as well as that of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right, in such cases where there is a difference of professional opinion between the Borough medical physician and the personal physician, to require the employee to submit to an examination by a third doctor.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care or for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

K. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

L. If any employee does not utilize all of their sick days in the calendar year, then the employee shall be entitled to either one-half (1/2) day off or its equivalent in wage compensation at the employee's normal hourly rate for every one sick day not used in said calendar year. The employee shall advise the Borough as to whether they plan on using time off or its equivalent in wage compensation by March 1 of the calendar year subsequent to the year in which the unused sick days were accumulated.

M. In addition to sick leave as permitted hereinabove, employees shall be permitted to bank unused sick leave for use in the event of a serious illness or accident. A serious illness shall be defined as an employee's illness not consistent with ordinary illness (e.g., cancer, heart attack, stroke, major surgery), and requiring absence from employment in excess of the number of remaining sick leave days permitted for the employee as of the date of the accident. A serious accident shall be defined as an employee's accident requiring extensive hospitalization or at home care and disabling an individual from performing his or her work duties for more than the number of remaining sick leave days permitted for the employee as of the date of the accident. Employees shall be entitled to bank a maximum of 90 unused sick days, commencing with unused sick days from the year 2006, to be utilized for serious illness or accidents as follows:

- a. If any employee does not utilize all of their sick days in the calendar year, then the employee shall bank one-half (1/2) day for every one sick day not used in said calendar year, up to a maximum of 90 unused sick days.
- b. An employee may only utilize the sick day bank in the event of a serious illness or accident and only after all sick days for the year have been utilized. To request the use of sick leave bank, the employee must submit a written request to the Borough Administrator, accompanied by a physician's statement, which indicates the nature of the illness, disability or incapacity, and the anticipated period of absence from work. The Borough Administrator shall promptly notify the employee of his or her decision on the request.
- c. Upon retirement, any sick leave days remaining in the bank will not be paid out.
- d. Employees shall not be required to use vacation time prior to using the days in the bank.

N. Each employee shall be provided with an initial sick leave bank of 30 days. In addition, employees with more than ten years of employment with the Borough as of January 1, 2006 shall be provided additional initial sick leave bank days calculated as follows: one sick day for every year's employment with the Borough in excess of ten years. For example, if an employee is employed with the Borough for 18 years as of January 1, 2006, then the employee shall have an initial sick leave bank of eight days.

## **ARTICLE IX**

### **INSURANCE**

A. The Borough has the right to change insurance carriers or institute a self-insurance program as long as the same or substantially similar benefits are provided. The Borough shall provide at least 45 days notice to AFSCME employees of the Borough's intent to change insurance carriers or institute a self-insurance program.

B. Commencing January 1, 2011, each AFSCME employees shall contribute an amount equal to 1.5% of the employee's base salary.

## **ARTICLE X**

### **PERSONAL BUSINESS DAYS**

- A. Employees covered under this Agreement shall be allowed one (1) personal leave day annually, with the approval of the Department Head.
- B. A personal day application shall, except in cases of emergency, be made at least three (3) work days prior to the personal day to be taken.
- C. Temporary employees and part-time employees are not eligible for this benefit,
- D. Such leave shall not accumulate from year to year.

## **ARTICLE XI**

### **HOLIDAYS**

A. All employees shall receive credit for a day off for the following twelve holidays.

Employees who work any of these holidays shall receive double time pay (including regular pay and time and one-half) for the number of hours worked.

1. New Year's Day	7. Labor Day
2. Martin Luther King's Day	8. Columbus Day
3. President's Day	9. Veteran's Day
4. Good Friday	10. Election Day (floating holiday)
5. Memorial Day	11. Thanksgiving Day
6. Independence Day	12. Day after Thanksgiving
	13. Christmas Day

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday.

If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.

C. Any employee who is on a leave of absence (i.e., injury leave or Workers' Compensation) shall not be eligible for paid holidays which fall during the employee's leave of absence.

## **ARTICLE XII**

### **JURY LEAVE**

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between the daily rate of base pay (up to a maximum of eight hours) and the daily jury fee subject to the following conditions:

1. The employee must notify his Department Head person immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is attending jury duty during vacation and/or other time off from Borough employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

## **ARTICLE XIII**

### **LEAVE OF ABSENCE**

A. Any employee may request a leave of absence without pay, not to exceed thirty continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Borough Council. The Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning or at the end of an excused leave of absence are part of the absence if the employee is not available for work.

B. If leave is granted, an employee will be entitled to his old position provided he is capable of performing the work.

C. While on such leave, an employee shall not accumulate additional seniority but will not forfeit existing seniority.

D. Members of the bargaining unit shall be entitled to the provisions of either the Federal Family Medical and Leave Act (FMLA) or the Family Leave Act (FLA).

## **ARTICLE XIV**

### **WORK INCURRED INJURY**

A. Employees who are injured, whether slightly or severely, while working must make an immediate report within eight hours thereof to their Department Head or supervisor, absent extenuating circumstances. If no supervisor is available, the employee shall contact the Police Department.

B. An employee while on injury leave may not be engaged in any outside employment. Such conduct shall lead to disciplinary action.

C. Where an employee suffers a work connected injury or disability, the Borough shall continue such employee with full pay during the continuance of such employee's inability to work for a period of up to a maximum of one year. During this period of time, all temporary weekly disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

D. The employee may be reasonably required, from time to time, to present evidence by a certificate of a physician that he is unable to work.

## **ARTICLE XV**

### **MILITARY LEAVE**

A. The Borough agrees to provide all employees with military leave in accordance with federal and state statutes.

## **ARTICLE XVI**

### **DEATH IN THE IMMEDIATE FAMILY**

A. All employees may take up to five days' leave with pay in the event of the death of an immediate family member. This includes: parent, in-law, child, sister, brother, grandparent, spouse/partner, or any person living in the Employee's household considered to be a family member.

B. In the case of death of an uncle, aunt, niece, nephew, or cousin, Employees can take one days' leave with pay.

C. Employees should notify the Department Head, in writing if possible, about Bereavement Leave.

D. Employees are free to take additional time in the form of compensatory time or vacation days.

## **ARTICLE XVII**

### **SENIORITY**

A. Newly hired employees shall be considered probationary employees for a period of one year from date of hire. During the probationary period, employees may be terminated at any time without any recourse whatsoever. Any continuous service as a full-time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.

B. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

C. Seniority is defined for purposes of this Agreement as the length of continuous service with the Borough from date of last hire.

D. Seniority will be utilized in determining layoffs and recalls provided in the sole opinion of the employer, the employee has the ability to perform the remaining work.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this Agreement only. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement only.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or AFSCME shall institute action under the provisions hereof within five calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five calendar days of the initial discussion with the immediate supervisor, the employee or AFSCME may present the grievance in writing within five calendar days thereafter to the immediate supervisor or designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding

oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The immediate supervisor or designee will answer the grievance in writing within five calendar days of receipt of the written grievance.

Step Three: If the aggrieved wishes to appeal the decision of the immediate suspension, such appeal shall be presented in writing to the Borough Administrator within five calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond in writing within thirty days of the submission. Such decision shall be final and binding on the parties.

E. Upon prior notice and with the authorization of the Department Head, one designated AFSCME representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Franklin Lakes or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## **ARTICLE XIX**

### **WAGES**

Employees within the bargaining unit shall receive increases for the years 2009, 2010 and 2011 as specified in Exhibit "A".

## **ARTICLE XX**

### **LONGEVITY**

A. In addition to salary, employees hired prior to January 1, 2000 shall receive longevity as follows:

Beginning 4 <sup>th</sup> year through 5 <sup>th</sup> year	3%
Beginning 6 <sup>th</sup> year through 8 <sup>th</sup> year	4%
Beginning 9 <sup>th</sup> year through 11 <sup>th</sup> year	5%
Beginning 12 <sup>th</sup> year through 14 <sup>th</sup> year	6%
Beginning 15 <sup>th</sup> year through 17 <sup>th</sup> year	8%
Start of 18 <sup>th</sup> year and thereafter	10%

B. In no event shall any longevity pay be paid for less than a full year of employment or appointment. A "full year" is the twelve-month period between anniversary dates of employment or appointment. Said payment shall become effective as of the first pay period following the anniversary date of the respective employment or appointment. Continuous years of service shall be calculated.

**ARTICLE XXI**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXII**

### **DEDUCTIONS FROM SALARY**

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues from AFSCME. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by AFSCME and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, AFSCME shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of AFSCME and signed by the President of AFSCME advising of such changed deduction.

D. AFSCME will provide the necessary "check-off authorization" form and AFSCME will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Administrator. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. AFSCME shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by

AFSCME to the Borough, or in reliance upon the official notification on the letterhead of AFSCME and signed by the president of AFSCME advising of such changed deduction.

**ARTICLE XXIII**

**FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE XXIV

### DURATION

This Agreement shall be in full force and effect from January 1, 2009 and shall remain in effect to and including December 31, 2011 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty and no later than one hundred twenty days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Borough of Franklin Lakes, State of New Jersey, on this 19 day of May, 2010.

AMERICAN FEDERATION OF MUNICIPAL, ATTEST:  
COUNTY, MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 2274B

J. J.  
John Keene, Pres.

AMERICAN FEDERATION OF MUNICIPAL,  
COUNTY, MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL 52

Kathleen Mazzuccolo  
KATHLEEN / Mazzuccolo

BOROUGH OF FRANKLIN LAKES

Maura R. DeNicola  
Maura R. DeNicola, Mayor

Maria Bernardi  
SECRETARY

ATTEST:

Antoinette Giampalmo  
ANTOINETTE GIAMPALMO

ATTEST:

Sally T. Bleeker  
Sally Bleeker, Borough Clerk  
Sally T. Bleeker